

**A RESOLUTION
BY FINANCE/ EXECUTIVE COMMITTEE**

09-R-1055

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH PUBLIC SAFETY SYSTEMS INC. FOR THE E911 COMPUTER AIDED DISPATCH SYSTEM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$438,600.00), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Critical Safety System includes Response™ software by Public Safety Systems, Inc. ("PSSI"), which integrates location and event information to assist emergency dispatch operators in dispatching public safety resources in an emergency; and

WHEREAS, the software must be supported and maintained for the uninterrupted operation of the City's Emergency 911 Computer Aided Dispatch System ("CAD") to respond to critical emergency calls safely and efficiently; and

WHEREAS, the Chief Procurement Officer has determined that maintenance and support for the Response™ software and the CAD system from PSSI is a Special Procurement within the meaning of Section 2-1191.1 of the Atlanta City Code of Ordinances; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of an agreement with PSSI, for Response™ software and CAD support services from July 1, 2009 to June 30, 2010, in an amount not to exceed Four Hundred Thirty-Eight Thousand Six Hundred Dollars and No Cents (\$438,600.00), to be charged to and paid from FDOA Number 1001 (General Fund) 050202 (IT Applications) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor or her designee is authorized to execute, on behalf of the City of Atlanta, an agreement with PSSI for CAD support services with an effective date of July 1, 2009 through June 30, 2010, in an amount not to exceed Four Hundred Thirty-Eight Thousand Six Hundred Dollars and No Cents (\$438,600.00) to be charged to and paid from FDOA Number 1001 (General Fund) 050202 (IT Applications) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to prepare an appropriate document for execution by the Mayor.

BE IT FURTHER RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to PSSI.

Public Safety Systems Incorporated

SOFTWARE SUPPORT AGREEMENT

This Software Support Agreement is made by and between Public Safety Systems Incorporated, a Corporation, hereinafter referred to as PSSI, and the City of Atlanta, Georgia, hereinafter referred to as CUSTOMER.

This agreement, together with all appendices or other attachments referenced herein, constitutes the entire agreement between PSSI and CUSTOMER and supersedes all proposals, oral or written, between the parties on this subject.

1. SERVICES TO BE PROVIDED.

- a. Telephone assistance for reproducible software problems will be provided between the hours of 9:00 AM and 6:00 PM, Eastern time, Monday through Friday, exclusive of PSSI's holidays, at those numbers as provided by PSSI. A reasonable degree of preliminary evaluation by appropriate CUSTOMER personnel is expected prior to calling for telephone assistance. Emergency after hour telephone support for RESPONSE (Computer Aided Dispatch) will be provided on a 24 hour a day basis for the term of this Agreement. After hour emergency support should only be used for critical problems.
- b. Periodic updates of the software that may incorporate (A) corrections of substantial defects, (B) fixes of minor bugs, and (C) at the sole discretion of PSSI, enhancements to the software, will be developed and coordinated between PSSI and all users that have a current support Agreement. These periodic updates will be distributed via new releases.

2. MAINTENANCE FEE.

Software to be covered by the Agreement and compensation for it is set forth in EXHIBIT A, as attached.

3. TERM OF AGREEMENT.

The term of this Agreement is for a period of one year and shall commence on the 1st day of July 2009, and terminate on the 30th day of June 2010. This Agreement may be renewed by mutual consent of PSSI and CUSTOMER. The new term will be stated on the renewal invoice and shall become a part of this Agreement.

4. PAYMENT.

The compensation, as outlined in this Agreement, is due on the commencement date as defined in Paragraph 3.

CUSTOMER understands that if CUSTOMER fails to remit payment for the support services, specified herein, prior to the commencement date set forth in the term of this agreement, CUSTOMER will be required to pay PSSI a re-instatement fee in the amount equal to 3 percent (3%) of the total Maintenance Fees for the period, for each 30-day period in which support coverage has lapsed. This re-instatement fee shall be in addition to the total amounts set forth in this agreement.

5. CUSTOMER OBLIGATIONS.

- a. CUSTOMER shall notify PSSI of CUSTOMER's designated contact. To the maximum extent practicable, CUSTOMER's communication with PSSI will be through this contact.
- b. CUSTOMER agrees to install all corrections of substantial defects, minor bug fixes, and any enhancements, for the software in accordance with the instructions and in order of receipt from PSSI.
- c. CUSTOMER agrees to grant PSSI access to CUSTOMER's facilities and personnel concerned with the operation of the software to enable PSSI to provide services.
- d. CUSTOMER agrees not to modify, enhance, or otherwise alter the software, unless and only to the extent specifically authorized in writing by PSSI.

- e. Upon detection on any error in the software, CUSTOMER, as requested by PSSI, agrees to provide PSSI a listing of output and any other data, including databases and backup systems, that PSSI reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

6. PROPRIETARY SERVICE.

The software and services provided under this Agreement are proprietary to PSSI, and CUSTOMER acknowledges that it is for their exclusive use only. CUSTOMER agrees to not give the service or software to any person or entity unless it is specifically allowed by PSSI in writing. CUSTOMER further agrees to reasonably safeguard the above to prevent any unauthorized taking of it.

7. WARRANTIES.

Other than specified herein, PSSI provides this software and service without any warranties and conditions either expressed or implied, including without limitation, any implied warranties of fitness for a particular purpose. PSSI disclaims any and all liability for incidental or consequential damages arising out of the use or operation of the software, except for damages caused by the negligence or other fault of PSSI.

8. JURISDICTION.

This Agreement shall be subject to the laws of the state of Maryland.

9. NOTICES.

All notices under this Agreement are to be sent by registered mail to the address below or to any other address as the party may designate:

PSSI
Attn: Lou Henneke
10001 Derekwood Lane
Suite #204
Lanham, MD 20706

City of Atlanta, Georgia
Attn: Miles Butler

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

PSSI

CUSTOMER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

EXHIBIT A



PSSI - Public Safety Software International

Maintenance and Optional Items

Coverage Period 1-Jul-2009 thru 30-Jun-2010

City of Atlanta Support costs

| | | |
|---|-----------------------------------------------------------|-------------|
| 1 | Response CAD Software Support Services | \$93,750.00 |
| 1 | EMBRs Fire RMS Software Support Services | \$10,550.00 |
| 1 | ICIS (Full) Police RMS Software Support Services | \$68,650.00 |
| 1 | PSSI Mobile IN-FIELD/IN-FORM Software Support Services | \$68,500.00 |
| 1 | GeoServer Software Support Services | \$25,000.00 |
| 1 | Fire Mobile Software Support Services | \$33,950.00 |
| 1 | ICIS Pin-Mapping Software Support Services | \$3,250.00 |
| 1 | CAD/ICIS/EMBRs/GEO/MOBILE Test System(s) | \$44,550.00 |
| 1 | Georgia State Patrol - Additional Agency Support Services | \$21,250.00 |

Hartfield-Jackson Int'l Airport Support costs:

| | | |
|---|--------------------------------------------|-------------|
| 1 | Response CAD Software Support Services | \$50,150.00 |
| 1 | Mobile / CAD AVL Software Support Services | \$5,900.00 |
| 1 | GeoServer Software Support Services | \$13,100.00 |

Total Cost - 7/01/09 thru 06/30/10

\$438,600.00

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH PUBLIC SAFETY SYSTEMS INC. FOR THE E911 COMPUTER AIDED DISPATCH SYSTEM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THOSAND DOLLARS AND NO CENTS (\$600,000.00), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Council Meeting Date: June 15, 2009

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like to exercise an agreement with PSSI, for Response™ software and CAD support services from July 1, 2009 to June 30, 2010, in an amount not to exceed \$600,000.00.

2. Please provide background information regarding this legislation.

The City's Critical Safety System includes Response™ software by Public Safety Systems, Inc. ("PSSI"), integrates location and event information to assist emergency dispatch operators in dispatching public safety resources in an emergency. The software must be supported and maintained for the uninterrupted operation of the City's Emergency 911 Computer Aided Dispatch System ("CAD") to respond to critical emergency calls safely and efficiently.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services

(b) **Source Selection:** Special Procurement

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** 6 Months

4. Fund Account 1001 (GENERAL FUND) 050202 (IT APPLICATIONS 5213001
(CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA
PROCESSING/MANAGEMENT INFORMATION SYSTEMS)

5. **Source of Funds:**

6. **Fiscal Impact:** \$600,000.00

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst



CITY OF ATLANTA

SUITE G700A
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330 – 6110

Internet Home Page: www.atlantaga.gov

Shirley Franklin
Mayor

Dan Smith
Chief Information Officer
Department of Information Technology

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Dan Smith, Chief Information Officer
Department of Information Technology

RE: **Special Procurement for Public Safety Systems, Inc.**

DATE: April 13, 2009

The PSSI Computer-Aided Dispatch (“CAD”) provides a comprehensive incident response system for all calls for E911, Police, and Fire. Public Safety Systems Inc, (“PSSI”) provides a completely integrated application that meets the city's needs. The City owns the software and PSSI is the developer of the application. PSSI is only company qualified to support the CAD system . It is critical that we continue with the support service PSSI is providing so the city can maintain uninterrupted service.

Please approve and issue a Purchase Order (“PO”) for the above-referenced service per the request of the Chief Information Officer

DS/kdl

cc: Mr. David A. Chapman, DCPO
Ms. Mimie L. Woods, CO for DPRCA

Attachments: CJIS Support Requirements and Project List



CITY OF ATLANTA

Shirley Franklin
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPB
Chief Procurement Officer
asmith@atlantaga.gov

May 12, 2009

PROCUREMENT CODE SECTION 2-1191.1 SPECIAL PROCUREMENT DESIGNATION FC-4983

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he/she determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest and such procurement does not technically qualify as a sole source procurement under Code Section 2-1191. Any special procurement under this Section shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the procurement and for the selection of the particular contractor shall be included by the chief procurement officer in the contract file.

This special procurement request is made to procure professional services, in order to provide professional services for the Department of Information Technology on behalf of the Public Safety Department.

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, Special Procurement, my findings are the following:

- 1) It has been determined that because of the specialized service and time constraints, the application of all requirements for competitive sealed bidding would not apply. It has also been determined that such procurement does not technically qualify as a sole source.
- 2) The potential impact of delaying these efforts may severely impair the City's ability to satisfy necessary performing upgrades that are needed for the current critical public safety application.

Re: FC-4983, Special Procurement for *Professional Services for CAD by PSSI*
May 12, 2009
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- 3) The need to utilize a specific firm such as PSSI is necessary due to the specialized nature of the work, equipment and maintenance needs required for implementation.

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, do hereby approve, direct and authorize the special procurement for professional services to be provided by PSSI.


Adam L. Smith

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: May 26, 2009

Anticipated Committee Meeting Date(s): June 9/10, 2009

Anticipated Full Council Date: June 15, 2009

Legislative Counsel's Signature: 

Commissioner Signature: 

Chief Procurement Officer Signature: 

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH PUBLIC SAFETY SYSTEMS INC. FOR THE E911 COMPUTER AIDED DISPATCH SYSTEM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THOSAND DOLLARS AND NO CENTS (\$600,000.00), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) 5/27/09 (date)

Received by Mayor's Office:  Reviewed by: 
(date) (date)

Submitted to Council: _____